

ScottB.ca VOIP Service Agreement

End-User Terms and Conditions

This VOIP Service Agreement (“Agreement”) is made between ScottB.ca, operated by Scott Bruder (“ScottB.ca” or “Provider”), and the End-User (“Customer”) who purchases or subscribes to VOIP digital phone service and associated hardware (“Services”). By activating or using the Services, the Customer acknowledges receiving, reading, and understanding this Agreement, and agrees to be bound by its terms.

1. Term and Service Commitments

Services are offered on a month-to-month basis. The Customer may terminate the Service by providing thirty (30) days written notice. Termination does not relieve the Customer of any outstanding fees or accrued charges. Hardware is owned by the Customer and must be paid for upfront or under a prearranged payment plan. Hardware may not be modified without risk of additional service fees during the duration of the Service.

2. Emergency Services (9-1-1)

2.1 Service Description and Limitations. The Customer acknowledges that 9-1-1 access via VOIP differs from conventional wireline emergency services. Emergency calls depend on operational power, internet connectivity, network infrastructure, and the Customer’s Registered Location. Interruptions in any of these systems may delay, degrade, or prevent 9-1-1 calls. Users must be prepared to verbally provide their name, telephone number, and precise physical location to emergency services if requested.

2.2 Registered Location Requirement. The Customer must provide ScottB.ca with the physical address where the Services will be used, including sufficient detail for emergency response (building, floor, unit/room, street number, city, postal code). Labels reflecting this Registered Location must be affixed to each telephone device or posted in a visible location.

2.3 Relocation and Nomadic Use. Customers must update ScottB.ca of any change in physical location prior to placing 9-1-1 calls. Failure to update the Registered Location may result in calls being routed to the incorrect Public Safety Answering Point (PSAP).

2.4 Customer Responsibilities. The Customer must ensure all users are aware of 9-1-1 limitations, maintain functional hardware and internet connectivity, post accurate location labels, and keep a backup method for emergency calling. Users must remain on the line until instructed by emergency personnel and immediately call back if disconnected.

2.5 Indemnity and Limitation of Liability. The Customer acknowledges the limitations of VOIP 9-1-1 service and agrees to defend, indemnify, and hold harmless ScottB.ca, its officers, directors, agents, and affiliates for any claims or losses arising from emergency calls.

2.6 Notification and Annual Requirements. ScottB.ca will notify Customers annually of the limitations and requirements of 9-1-1 service, in compliance with CRTC regulations, via email or website posting.

3. Hardware and Software

3.1 Ownership and Use. Hardware provided for the Services is owned by the Customer. The Customer may not modify hardware or software without ScottB.ca's consent, and unauthorized modifications may incur additional fees.

3.2 Software Updates. ScottB.ca will maintain software for critical security updates only. Incremental or feature updates are optional and may require Customer action. Customers may receive update notices with instructions for self-management.

3.3 Remote and Onsite Maintenance. Customers must provide reasonable access to premises or enable remote access for ScottB.ca to provide support. Customers may accept ScottB.ca-provided remote access solutions.

4. VOIP Service Usage

4.1 Porting. Telephone numbers assigned to the Customer may be ported in or out of the ScottB.ca system, subject to compliance with all applicable rules. Customers remain responsible for fees during the porting process.

4.2 Limitations. VOIP service is not guaranteed to work with non-voice devices, including alarm systems, fax machines, medical monitoring devices, or satellite receivers.

4.3 Prohibited Use. Customers shall not use Services to disrupt networks, violate laws, or resell Services without written permission. Misuse may result in suspension or termination of service.

5. Fees, Billing, and Payment

5.1 Service Fees. Services are billed monthly in advance. Hardware must be paid upfront or on an approved payment plan. Late payments may incur fees at ScottB.ca's standard rates.

5.2 Support Fees. Technical support, whether remote or onsite, is billed at standard hourly rates.

5.3 Taxes and Other Charges. The Customer is responsible for all applicable taxes, tolls, and other charges incurred through the use of Services.

6. Termination

The Customer may terminate the Services with thirty (30) days notice. ScottB.ca reserves the right to suspend or terminate Services immediately for breach, non-payment, fraud, or misuse. Upon termination, the Customer must return any hardware if required, and relinquish any VOIP numbers or web portal access.

7. Privacy

ScottB.ca respects the privacy of Customer data. Personal information is used only for the purpose of delivering Services and complying with legal obligations. ScottB.ca does not sell, rent, or lease Customer data. Disclosure may occur when legally required or to business partners acting on ScottB.ca's behalf under privacy obligations.

8. Warranty and Liability

Services are provided "as is." ScottB.ca makes no warranties, express or implied, including fitness for a particular purpose. Liability is limited to repair, replacement, credit, or refund of fees paid for the previous 12 months. ScottB.ca is not liable for indirect, incidental, or consequential damages.

9. Indemnification

The Customer agrees to indemnify and hold harmless ScottB.ca, its officers, agents, and affiliates from claims, damages, or losses arising from the use of Services or hardware.

10. Governing Law

This Agreement is governed by the laws of Ontario, Canada. Disputes will be subject to the jurisdiction of Ontario courts. The Customer agrees that claims must be filed within one (1) year of occurrence.

11. Force Majeure

ScottB.ca is not liable for delays or failures caused by events beyond its reasonable control, including natural disasters, strikes, power outages, network interruptions, or acts of government.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings relating to the Services.

13. Survival

Provisions relating to 9-1-1 service, Customer responsibilities, fees, liability, indemnification, and privacy survive termination of this Agreement.

Customer Acknowledgement By signing or activating Services, the Customer agrees to the terms of this Agreement, including the responsibilities regarding hardware, 9-1-1 service, payment, and use of the Services.

Print Name: _____ Date: _____

Title: _____

Signature: _____